



## UPS-1000-OL, UPS-2000-OL, UPS-3000-OL, XU115, SU-1000-Li, SX-CVS, SX-CVM

### Limited Product Warranties

#### Limited Three (3) Year Product Warranty

Subject to the limitations set forth below, Electronic Systems Protection, Inc. ("SurgeX") warrants to the original purchaser ("Buyer") that your SurgeX product having a model number UPS-1000-OL, UPS-2000-OL, UPS-3000-OL, XU115, SU-1000-Li, SX-CVS, SX-CVM, ("Product") will be free from defects in material and workmanship for a period of three (3) years from the date you purchase the Product and is subject to the registration provisions and the limitations and conditions set forth below, or if a new Product is provided to you due to a warranty claim, then three (3) years from the date such new Product is shipped to you. ("Limited Three (3) Year Product Warranty"). Subject to applicable law, the Limited Three (3) Year Product Warranty is subject to your registering the Product with SurgeX within thirty (30) days of the date of purchase of the Product and the other limitations and conditions set forth below. The Limited Three (3) Year Product Warranty applies to all components of the Product except for UPS batteries. This Limited Three (3) Year Product Warranty does not cover cosmetic or aesthetic defects in the Products.

#### Limited Three (3) Year Battery Warranty

Subject to the limitations set forth below, SurgeX warrants to the Buyer that the UPS battery or batteries in your Product ("Battery" or "Batteries," respectively) will be free from defects in material and workmanship for a period of three (3) year from the date you purchase the Product and is subject to the registration provisions and the limitations and conditions set forth below, or if a new Battery is provided to you due to a warranty claim, then three (3) years from the date such new Battery is shipped to you. ("Limited three (3) Year Battery Warranty"). Subject to applicable law, the Limited three (3) Year Battery Warranty is subject to your registering the Product with SurgeX within thirty (30) days of the date of purchase of the Product and the other limitations and conditions set forth below. The Limited three (3) Year Battery Warranty applies only to the Battery or Batteries, not to any other components of the Product. This Limited three (3) Year Battery Warranty does not cover cosmetic or aesthetic defects in the Batteries.

The Limited Three (3) Year Product Warranty and Limited three (3) Year Battery Warranty are individually and collectively referred to herein as the "SurgeX Warranties".

#### 1. PROCEDURE FOR SUBMITTING A WARRANTY CLAIM AND OBTAINING WARRANTY SERVICE:

- a. In the event there are defects in the material and/or workmanship of your Product or a Battery, please immediately call our Customer Service Department toll free line at 1 (800) 645-9721 with the serial number of your Product or Battery to file a claim.

- b. After you have been issued a claim number, simply send in the defective or damaged Product or Battery for warranty service along with a complete written description of the events that took place. You are responsible for the costs and expenses associated with sending the defective or damaged Product or Battery to SurgeX.
- c. SurgeX will repair or replace the defective Product or Battery, in SurgeX's sole discretion and return the repaired or replacement Product or Battery to you at no charge. SurgeX will be responsible for the costs and expenses associated with the repair of the defective Product or Battery (including parts and labor) and with sending the repaired or replacement Product or Battery to the Buyer.

#### 2. LIMITATIONS ON SURGEX WARRANTIES:

- a. Unless expressly prohibited by applicable law, in order to be eligible for the SurgeX Warranties, within thirty (30) days of the date of purchase of the corresponding Product the Buyer must register the Product with SurgeX by (i) completing the online product registration form, which Buyer may access at [www.surgex.com](http://www.surgex.com) or (ii) mailing to SurgeX at Warranty Department, SurgeX, 8001 Knightdale Blvd., Suite 121, Knightdale, NC 27545, written correspondence providing at least the name of the Buyer, the Buyer's current mailing address, telephone number, email address, the SurgeX product serial number, and the date of purchase of the corresponding Product. Unless expressly prohibited by applicable law, the failure to register the Product with SurgeX as provided above within thirty (30) days from the date of purchase of the corresponding Product voids the SurgeX Warranties for such Product and Batteries.
- b. In the event of a defect in material and/or workmanship of a Product or Battery covered by the SurgeX Warranties, the Buyer's exclusive remedy will be for SurgeX, in its sole discretion, to repair within a reasonable period of time, or replace the defective Product or Battery with the same or an equivalent replacement product or battery or refund the purchase price. SurgeX will make commercially reasonable efforts to return the repaired or replacement Product or Battery to the Buyer within thirty (30) days of SurgeX receiving the defective Product or Battery. **THE EXCLUSIVE REMEDY UNDER THE SURGEX WARRANTIES, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED OR LIMITED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR BATTERIES. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM SURGEX, EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE PRODUCT.**
- c. **EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE SURGEX WARRANTIES, ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED OR LIMITED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), DO NOT COVER, AND SURGEX WILL IN NO EVENT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, LOST SOFTWARE, LOST DATA, LOSS OF USE, LABOR, BUSINESS INTERRUPTION OR DOWNTIME, THE COST OF REMOVAL, DISASSEMBLY AND SHIPMENT OF THE DEFECTIVE PRODUCT OR BATTERY, FIRE, INJURY TO OTHER PROPERTY, OR OTHER COMMERCIAL LOSSES, OR INSTALLATION OF ANY REPLACEMENT PRODUCT OR BATTERY. WHERE, DUE TO OPERATION OF LAW, CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS LIMITED WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY OR UNDER ANY IMPLIED WARRANTY NOT NEGATED HEREBY (INCLUDING**

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) CANNOT BE EXCLUDED, SUCH DAMAGES ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE PAID BY BUYER FOR THE CORRESPONDING PRODUCT. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND THE PROVISION OF THE SURGEX WARRANTIES LIMITING REMEDIES HEREUNDER TO REPAIR OR REPLACEMENT, ARE INDEPENDENT PROVISIONS, AND ANY DETERMINATION THAT THE LIMITATION OF REMEDIES FAILS OF ITS ESSENTIAL PURPOSE OR ANY OTHER DETERMINATION THAT EITHER OF THE ABOVE PROVISIONS IS UNENFORCEABLE, SHALL NOT BE CONSTRUED TO MAKE THE OTHER PROVISION UNENFORCEABLE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

d. EXCLUSION OF OTHER WARRANTIES: THE SURGEX WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE FULL EXTENT ALLOWED UNDER APPLICABLE LAW.

e. FOR CONSUMER PURCHASERS OF THE PRODUCTS, DISCLAIMER OF IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) IS NOT PERMITTED. FOR CONSUMER PURCHASERS ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) SHALL EXPIRE UPON THE EXPIRATION OF THE CORRESPONDING SURGEX WARRANTIES. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation(s) may not apply to you.

f. The SurgeX Warranties are void if (i) the Product or a Battery is tampered with, recycled or repaired by anyone other than an authorized service center, any time after the Product is installed; (ii) abuse, misuse, alteration, modification, negligence, or accident by the Buyer or any third party; (iii) the Product or a Battery is improperly used, is subjected to an adverse operating environment, or is operated outside the limits of its electrical specifications; (iv) the Product or a Battery has been used in a manner contrary to the product's operating manual or other written instructions; (v) the equipment that is first properly connected to the Product is used equipment; or (vi) the equipment that is first properly connected to the Product is replaced with new equipment. Before providing any remedy under the SurgeX Warranties, SurgeX reserves the right to inspect and test the Product and each Battery to confirm that the Product or Battery is defective.

g. As used herein, "properly connected" means the installation of the Product and the connected equipment must be in compliance with the provisions of the electrical code corresponding to the jurisdiction where the Product is sold. The inadvertent or purposeful connection of the Product to the wrong voltages or line rating will automatically void the SurgeX Warranties. The Product must be plugged directly onto a properly grounded AC wall outlet. The green Product indicator light must come on to indicate that the outlet is properly grounded. If the green Product indicator light does not come on when the Product is plugged in, there is something wrong with the outlet and the SurgeX Warranties is voided unless the defect in the wiring at the outlet is corrected or the Product is relocated to a properly grounded outlet and the green Product indicator light comes on. Green means GO! The use of extension cords or adapters between the Product and the wall outlet is not permitted and, if used, voids the SurgeX Warranties. The use of any other ground wire(s) or any other

connection(s) is not permitted and, if used, voids the SurgeX Warranties. All the electrical, communication, audio, video, and data wires connected to the equipment must be properly connected and pass through the appropriate connection on the Product unless directly connected to a peripheral device that is also properly connected to the Product and the failure to do so voids the SurgeX Warranties. For any equipment that consists of more than one component or piece of equipment, then each component or piece of the equipment must be properly connected to and protected with a Product in accordance with our installation instructions and diagrams and the failure to do so voids the SurgeX Warranties. Please consult with the SurgeX product customer support hotline at 1-800-645-9721, or our website at [www.surgex.com](http://www.surgex.com) if our published information does not cover your installation.

- i. CAUTION: Do not install the Product if there is not at least ten (10) meters (30 feet) or more of wire between the electrical outlet and the electrical service panel.
- ii. ATTENTION: Ne pas installer le produit s'il n'y a pas au moins 10 mètres (30 pieds) ou plus de fil entre la prise électrique et le point de service électrique.
- h. SEVERABILITY: In the event any portion of the SurgeX Warranties shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of the SurgeX Warranties shall continue in full force and effect.
- i. The SurgeX Warranties give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.